

6012-17
RECORDATION NO. _____ Filed & Recorded

DEC 13 1968 - 4 20 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

RECEIVED
DEC 13 4 17 PM
FEE OPERATION
I.C.
This First Amendment to Lease of Railroad Equipment dated as November 29, 1968, between D. E. MUNDELL and BEN MAUSHARDT, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of November 13, 1968 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent"), and PENN CENTRAL COMPANY, a Pennsylvania corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent are parties to that certain Lease of Railroad Equipment dated as of November 13, 1968 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad rolling stock more fully described in Schedule B attached to said Lease; and

WHEREAS, the Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on December 5, 1968, and has been assigned Recordation No. 6012; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend said Schedule B thereto as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that said Schedule B to the Lease shall be deemed to be and is hereby amended to read as set forth in Schedule B attached hereto.

This First Amendment to Lease of Railroad Equipment shall be binding upon and shall inure to the benefit of the Lessor, the Lessee and the Agent and their respective successors and assigns. This First Amendment to Lease of Railroad Equipment may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease of Railroad Equipment to be executed by

(P.C. Trust No. 13)

their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

Ben Marshall
Trustee as aforesaid

D. L.
Trustee as aforesaid
LESSOR

PENN CENTRAL COMPANY

By R. W. Loe
Its ASSISTANT VICE PRESIDENT
LESSEE

(Corporate Seal)

Attest:

J. J. Brittingham
Assistant Secretary

UNITED STATES LEASING INTERNATIONAL,
INC.

By R. W. Loe S. T. Loe
Its Vice President
AGENT FOR LESSOR

(Corporate Seal)

Attest:

[Signature]

Assistant Secretary

SCHEDULE B TO LEASE

Number of Units:	50
Description:	Rebuilt cabin cars, bearing Penn Central identifying Nos. 22805-22854 both inclusive.
Purchase Price:	\$4,000 per unit for a total of \$200,000.
Reconstruction Price:	\$12,850.00 per unit for a total of \$642,500.00
Total Price:	\$16,850.00 per unit for a total of \$842,500.00.
Specification Number:	
Outside Delivery Date:	December 20, 1968
Deliver To:	Penn Central Company (as designated by the railroad).
Rent Period:	Twelve years commencing with the first rental payment date.
Fixed Rental Payments:*	Twenty-four semi-annual rental payments each in advance at <u>\$914.96</u> each per Item of Equipment or an aggregate of <u>\$45,748.00</u> .
Rebuilders of Equipment:	Penn Central Company under Railroad Reconstruction Agreement dated as of November 13, 1968 with the Trustees and Agent referred to in the Lease.

* In the event that the cost of any Item covered by this schedule is greater or less than the amount shown above, the rental for such Items shall be ratably increased or reduced.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)
) SS.
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On this 10 day of December, 1968, before me personally appeared Ben Maushardt, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Donna L Armstrong

(Notarial Seal)

My commission expires:

My Commission Expires November 3, 1970

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

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) SS.
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On this 10 day of December, 1968, before me personally appeared D. E. Mundell, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Donna L Armstrong

(Notarial Seal)

My commission expires:

My Commission Expires November 3, 1970

STATE OF CALIFORNIA

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) SS.

CITY AND COUNTY OF SAN FRANCISCO)

On this 10 day of December, 1968, before me personally appeared DONOVAN S. THAYER, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donna L. Armstrong

(Notarial Seal)

My commission expires:

My Commission Expires November 3, 1970

STATE OF ~~PENNSYLVANIA~~)

) SS.

COUNTY OF ~~PHILADELPHIA~~)

On this 12th day of December, 1968, before me personally appeared R. W. LODER, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of PENN CENTRAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William J. O'Neill

WILLIAM J. O'NEILL

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires June 26, 1972

((Notarial Seal)

My commission expires: